

# Exhibit 150

*United States of America ex rel. Ven-a-Care of the Florida Keys, Inc. v. Boehringer Ingelheim Corp. et al.*

Civil Action No. 07-10248-PBS

Exhibit to the July 24, 2009, Declaration of James J. Fauci  
In Support of Plaintiff's Motion for Partial Summary Judgment and  
In Opposition to the Roxane Defendants' Motion For Partial Summary Judgment



experience *does* matter

**CASE: Commonwealth of Massachusetts v. Mylan Laboratories Inc., et al.**  
**DATE: July 26, 2007**

Enclosed is the Original of the transcript of the testimony of **Gilmore, Gary P.** along with the errata sheet in the above-titled case. Please have the witness read the deposition and sign the signature page before a Notary Public.

After the signature page has been notarized, please return the original transcript and errata sheets to the custodial attorney within 30 days of receipt for proper filing.

Thank you for your attention to this matter and please feel free to contact us with any questions or concerns.

Sincerely,

Henderson Legal Services

Encl.

Henderson Legal Services  
Phone: 202-220-4158  
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Website: [www.hendersonlegalservices.com](http://www.hendersonlegalservices.com)

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UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

Civil Action No. 03-CV-11865-PBS

- - - - - x

THE COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

MYLAN LABORATORIES, INC.; BARR LABORATORIES, INC.;

DURAMED PHARMACEUTICALS, INC.; IVAX CORPORATION;

WARRICK PHARMACEUTICALS CORPORATION; WATSON

PHARMACEUTICALS, INC.; SCHEIN PHARMACEUTICAL; INC.;

TEVA PHARMACEUTICALS USA, INC.; PAR PHARMACEUTICAL,

INC.; DEY, INC.; ETHEX CORPORATION; PUREPAC

PHARMACEUTICAL CO.; and ROXANE LABORATORIES, INC.,

Defendants.

- - - - - x

VIDEOTAPED DEPOSITION OF GARY P. GILMORE

Thursday, July 26, 2007 9:34 a.m. to 5:38 p.m.

Greenberg Traurig, LLP

One International Place, Boston, Massachusetts

Reporter: Lisa A. Moreira, RDR, CRR

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1       A P P E A R A N C E S

2  
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21           Mylan Laboratories, Inc.  
22

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1           It is done today by a contractor. ACS  
2     State Healthcare manages that on behalf of the  
3     state. Prior to that it was managed more from  
4     our finance individuals, Sheila Reynolds and her  
5     department. They're not clinical people, so as  
6     they would have a clinical question or there  
7     would be some discussion about utilization, those  
8     -- that was pretty much my interface.

9           So I never sat with a database of URAs  
10    and contemplated how they came to be or what they  
11    are or what they represent.

12           Q.    You didn't perform that exercise. You  
13    didn't sit down with the URAs and calculate what  
14    the AMPs are. That's not something you did,  
15    right?

16           A.    Nor has it entered my mind that I could  
17    do that, or that that would be a represent -- a  
18    reflection of the AMP. I mean, reading this  
19    agreement today that you provided regarding  
20    Mylan's agreement, you know, it's -- I can't say  
21    I never knew this, but I'm understanding today  
22    that the AMP is -- represented some basis. I

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1 don't recall that I gave any thought as to what  
2 the calculations were or what all went into the  
3 reporting to CMS that then reported to the states  
4 that went to our IT department. That was not at  
5 a level that I was interfaced or really involved  
6 with.

7 Q. You yourself were not reviewing the  
8 URAs and the AMP -- and calculating AMPs from  
9 them, correct?

10 A. Correct, right.

11 Q. You did know there was an agreement,  
12 right, a rebate agreement?

13 A. I knew there was a rebate agreement.

14 Q. And you did know the manufacturers paid  
15 rebates?

16 A. Yes.

17 Q. And you did know the manufacturers  
18 reported pricing information under the agreement,  
19 right?

20 A. Yes.

21 Q. All right. And you did know that  
22 information was available to MassHealth and CMS,

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1 Q. You have no knowledge of the level of  
2 scrutiny that the --

3 A. Correct.

4 Q. Okay. All right.

5 Now, the fully discounted AMP and URA  
6 information is confidential, right?

7 A. Yes.

8 Q. Has that always been your  
9 understanding?

10 A. Yes.

11 Q. You're not allowed to release that  
12 publicly?

13 A. Yes.

14 Q. Okay. So would it make sense to you  
15 that AMP prices would be the same as WAC prices?

16 A. I don't know that I've considered that.

17 Q. Well, did it ever occur to you that WAC  
18 should be the same as AMP?

19 A. Until the meeting of the OIG, I -- my  
20 assumption would be that the two should be very  
21 close.

22 Q. But they're not, right?